

The Honorable Kymberly K. Evanson

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

FANTASIA TRADING, LLC D/B/A
ANKERDIRECT,

Plaintiff,

v.

SLICE ENGINEERING LLC,

Defendant.

NO. 2:23-cv-01436-KKE

JOINT STATUS REPORT

Pursuant to Local Rule 16(a) and Local Patent Rule 110, Plaintiff Fantasia Trading, LLC d/b/a AnkerDirect (“AnkerDirect”) and Defendant Slice Engineering LLC (“Slice”) submit the following Joint Status Report.

Counsel met and conferred telephonically on January 8, 2024. AnkerDirect was represented by Edwin Wheeler. Slice was represented by Christopher V. Carani and Philipp Ruben.

1 **1. Nature of the Case**

2 **a. Plaintiff:** This is a declaratory judgment action seeking a declaration
3 that Defendant Slice's asserted U.S. Patent No. 11,660,810 (the "'810 patent" or "the Asserted
4 Patent") is invalid and not infringed by Plaintiff AnkerDirect's accused M5C 3-D laser printer.
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6 **b. Defendant:** Defendant and Counter-Claim Plaintiff, asserts U.S. Patent
7 No. 10,875,244 (the "'244 patent") and the '810 patent against AnkerDirect's M5C 3-D printer.
8 Slice contends that the '244 and '810 patents are valid and that AnkerDirect has infringed and
9 continues to infringe '244 and '810 patents by importing, offering for sale, and selling in the
10 United States, and including within the Western District of Washington, the M5C 3-D printer.
11 The basis for the claims is statutory, under title 35 of the United States Code. Slice seeks
12 damages for past sales and an injunction.
13

14 **2. Status of the Pleadings**

15 Defendant Slice expects to file its answer and counterclaims by February 5.¹ Plaintiff
16 AnkerDirect will file its answer to Defendant's counterclaims by March 1. The parties do not
17 anticipate joining additional parties.
18

19 **3. Consent to Magistrate Judge**

20 AnkerDirect does not consent to assignment to a Magistrate Judge.
21

22 Slice consents to assignment to a Magistrate Judge.
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26 ¹ On December 7, 2023, Slice received from AnkerDirect the request for waiver of service and
27 signed the waiver of service. FRCP 4(d)(3) grants Slice an extension of 60 days after the
request was sent to answer the complaint, which falls on Monday, February 5, 2024.

1 **4. Discovery Plan**

2 **a. Initial disclosures (Local Patent Rules 110(1)).**

3
4 In view of ongoing settlement discussions, the parties have agreed to extend the date to
5 exchange initial disclosures pursuant to Rule 26(a)(1) until March 1, 2024.

6 **b. Subjects, timing, and potential phasing of discovery (Local Patent Rules**
7 **110(2), (3), (8), and (10)).**

- 8
9 i. The parties anticipate that discovery will concern the issues of patent
10 infringement, validity, and damages.
11
12 ii. The parties have agreed to the normal limits on discovery under the
13 Federal Rules of Civil Procedure and the Local Rules.
14
15 iii. The parties agree to postpone all fact and expert discovery until after
16 claim construction is complete, with the exception of discovery limited
17 to issues related to claim construction. The parties anticipate that they
18 will require at least 12 months of fact discovery after claim construction
19 is complete, followed by at least 6 months of expert discovery.
20

21 **c. Electronically-stored information.**

22
23 The parties will confer regarding the nature and scope of ESI, the format for production
24 of ESI, and methodologies for identifying relevant and discoverable ESI for production, and
25 will submit an ESI order for the Court's consideration.
26
27

d. Privilege issues.

The parties will work together in good faith to resolve any issues regarding privilege.

The parties agree that all communications between the respective parties and their counsel after the date of filing this lawsuit are deemed privileged and need not be listed on any privilege log.

The parties will agree on procedures for handling inadvertent production of privileged information and other privilege waiver issues, to be included in a protective order to be submitted for the Court's consideration.

e. Proposed limitations on discovery (Local Patent Rules 110(3)).

The parties have agreed to the normal limits on discovery under the Federal Rules of Civil Procedure and the Local Rules.

f. Discovery-related orders (Local Patent Rules 110(4)).

i. The parties agree to file a proposed stipulated protective order under Rule 26(c) and Local Rule 5(g) for entry by the Court.

ii. The parties request the Court issue a Scheduling Order under Rule 16(b) after a Scheduling Conference.

5. Items set forth in LCR 26(f)(1).

a. Prompt case resolution.

The parties are presently engaged in settlement discussions and hope to reach an agreement to resolve the case soon.

1 **b. Alternative dispute resolution.**

2
3 At this time the parties believe that they will be able to reach a settlement without the
4 use of ADR. If the parties are unable to do so, the parties will consider early ADR as an option
5 to facilitate settlement.

6
7 **c. Related cases.**

8 There are no related cases.

9
10 **d. Discovery management.**

11 The parties do not anticipate any issues out of the ordinary and believe that discovery
12 can be managed to promote the expeditious and cost-effective resolution of the case by
13 following the limitations on discovery as set forth in applicable federal and local rules,
14 engaging in informal discovery conferences as needed and, if necessary, engaging in discovery
15 conferences with the Court to resolve any disputes. The parties are optimistic that they will be
16 able to cooperate in order to avoid discovery disputes.
17

18
19 **e. Anticipated discovery.**

20 See Paragraph 4(b) above.

21
22 **f. Phasing of motions (Local Patent Rules 110(5)).**

23
24 At this juncture, the parties do not anticipate the need for phased motions.
25
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1 **g. Preservation of discoverable information.**

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3 The parties will work together in good faith to resolve any issues regarding preservation
4 of discoverable information, and the scope of the preservation obligation.

5 **h. Privilege issues.**

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7 See Paragraph 4(d) above.

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9 **i. ESI issues.**

10 See Paragraph 4(c) above.

11
12 **6. Additional Items in Local Patent Rule 110.**

13 **a. Any proposed modification of the deadlines provided for in these Local**
14 **Patent Rules (Local Patent Rule 110(5)).**

15
16 The parties do not propose any modification of the deadlines provided in the Local
17 Patent Rules.

18
19 **b. Whether and/or when a tutorial might be scheduled to assist the Court to**
20 **understand the underlying technology (Local Patent Rules 110(7)).**

21 The parties agree that a brief technical tutorial on the date and time of the Claim
22 Construction Hearing would be helpful to the Court.
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- 1 **c. Whether any party plans to bring a motion for preliminary injunction or a**
2 **dispositive motion before the Claim Construction Hearing and, if so, the**
3 **nature of such motion (Local Patent Rules 110(9)).**
4

5 The parties do not anticipate filing any dispositive motions before the Claim
6 Construction Hearing.

- 7
8 **d. Whether the Court should appoint an expert to hear and make**
9 **recommendations on claim construction issues (Local Patent Rules**
10 **110(11)).**
11

12 The parties agree that it is unnecessary for the Court to appoint an expert to hear and
13 make recommendations on claim construction issues.

- 14
15 **e. The nature of the Claims Construction Hearing (e.g., an evidentiary**
16 **hearing) (Local Patent Rules 110(12)).**

17 The parties currently anticipate that an evidentiary hearing will not be necessary in this
18 matter.
19

- 20 **f. Proposed deadlines for discovery, dispositive motions, mediation, and trial**
21 **dates (Local Patent Rules 110(13)).**
22

23 i. Deadline for fact discovery: 12 months after the claim construction
24 ruling

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26 ii. Deadline for expert discovery: 6 months after the close of fact discovery
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1 iii. Dispositive motions: 3 months after the close of expert discovery

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3 iv. Mediation: If the parties are unable to reach an early settlement, the
4 parties will consider private mediation as an option to facilitate an
5 agreement.

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7 v. Trial Dates: To be discussed with the Court.

8 **g. Whether the Court should hold a Scheduling Conference to address the**
9 **issues raised in the Joint Status Report (Local Patent Rule 11(14)).**
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11 The parties request a Scheduling Conference before the Court enters a scheduling order
12 in this case.
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1 DATED: January 29, 2024

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